

## MEDICAL MALPRACTICE INSURANCE

rendering verdicts in their favor. In the 43 cases where verdicts in favor of defendants were rendered, the insurance companies made substantial offers in 13 of them. If the judgment of the insurance companies was sound in making these offers, the juries in rendering defense verdicts erred 30 percent of the time. It would seem to be proper, then, to conclude that the juries also erred 30 percent of the time in rendering verdicts for the plaintiffs. Translating this into dollars, of the \$2,853,962 in verdicts arguably erroneously assessed, in fact only \$856,188.60 of the total amounts awarded can be *assumed* to be excessive. However, it would also be fair to balance out the juries' "mistakes" subtracting from the amount "erroneously" awarded to plaintiffs, the amount

"erroneously" saved for the insurance carriers by those cases in which the defendants had made substantial offers but received defense verdicts. The offers in these cases were \$519,200 which, subtracted from the \$856,188.60 assumed to be excessive, leaves \$336,988.60.

A "net error" of approximately 6 percent can hardly be considered unreasonable. The jury system should not be used as a whipping boy by the insurance carriers to cover up their own errors of judgment. The answer to the medical malpractice crisis is not legislation limiting the rights of plaintiffs nor is it increased premiums for malpractice coverage. The answer lies in a thorough review by the insurance companies of their procedures for evaluating and settling claims.

## CORRECTION

In the Medical Staff Conference "Pericarditis," which was in the December 1975 issue, the legends for three of the figures were incorrect as they appeared. The legend for Figure 4 should have read "Electrocardiogram of a normal young man." The legend for Figure 5 should have read "Electrocardiogram of same person as in Figure 4 following exercise." The legend for Figure 6 should have read "Late pattern of pericarditis."